

## TERMS AND CONDITIONS OF ACCOUNT OPENING PT BANK OCBC NISP TBK

The Terms and Conditions of Account Opening PT Bank OCBC NISP Tbk along with all amendments and/or renewals thereof ("**Terms and Conditions**") shall govern the legal relationship between PT Bank OCBC NISP Tbk ("Bank") and the Customers in connection with all products and services used by the Customers.

### 1. **DEFINITIONS AND MEANINGS**

1.1 In these Terms and Conditions, unless otherwise stated in the context, the following terms shall have the following meanings:

"**ATM** (Automated Teller Machine)" shall mean electronic transaction facilities owned by the Bank and/or other parties in cooperation with the Bank to facilitate the Customers in conducting banking transactions.

"**Bank**" shall mean PT Bank OCBC NISP Tbk, a banking company domiciled in South Jakarta including all of the Bank's branch offices in Indonesia.

"**Tanya OCBC NISP**" is a banking service owned by the Bank that aims to provide convenience for Customers and non-Customers that can be accessed via telephone/mobile phone with the number 1500999 (domestic call) or +62-21-26506300 (from abroad) as well as Email, Whatsapp, Social Media, Live Chat and other communication media determined by the Bank from time to time.

"**Biometric Data**" shall refer to fingerprints, irises, face recognition analysis, body movements, height, and physical traits of individuals.

"**Business Day**" shall mean any day, other than Saturday or Sunday or a national holiday, on which the Bank is open for business (including foreign exchange transactions and foreign currency deposits) in the territory of the Republic of Indonesia.

"**Instruction**" is an instruction given by the Customer to the Bank in written form, oral/face-to-face directly or through electronic media, such as internet banking, ONE Mobile, electronic mail (email) and/or other electronic media for the operation of the Account.

"**Services**" shall mean banking services provided by the Bank from time to time to the Customer in accordance with the terms and conditions stipulated by the Bank.

"**Customer**" shall mean the person(s)/entity(s) who are the prospective or account holders at the Bank.

"**Products**" are banking products offered by the Bank from time to time to the Customer in accordance with the terms and conditions determined by the Bank.

"**Account**" shall mean the account(s) owned by the Customer at the Bank, either individually or jointly with other person(s) and include savings account, current account, time deposit or other types of account opened by the Customers at the Bank from time to time.

"**Digital/Electronic Media/Application**" shall mean digital/electronic media/application owned by the Bank which includes ONe Mobile, ONe Store, RM Mobile, and other digital/electronic media/application developed by the Bank in the future. The addition/change of digital/electronic media/application will be notified to the Customers through the media deemed good by the Bank subject to the applicable laws and regulations in the Republic of Indonesia.

- 1.2 Unless otherwise specified in the context:
- (i) heading shall not be intended to interpret the intent and purpose of the articles herein;
  - (ii) words importing the singular also include the plural and vice versa;
  - (iii) words meaning persons also include business entities.

## 2. **ACCOUNT OPENING**

- 2.1 For the purpose of opening an Account at the Bank, the Customer is obliged to (i) complete the account opening application form or application, either electronically or non-electronically; (ii) show and provide all data, details, information and statements needed and required by the Bank; and (iii) guarantee that all information, data, documents, details, statements, guarantees, authority, power of attorney and/or instructions provided and/or uploaded digitally/electronically by the Customer to the Bank are true, complete, up-to-date, valid and in accordance with applicable laws and regulations.
- 2.2 Specifically for opening an Account through Digital/Electronic Media/Application, the prospective Customer agrees and/or authorizes the Bank as follows:
- a. to be registered by the Bank as a ONe Wallet user with unregistered status on the mobile number registered by the prospective Customer;
  - b. in the event that the mobile number registered by the prospective Customer has been registered as an OCBC NISP electronic money account number (ONe Wallet), the prospective Customer will not be re-registered by the Bank as an ONe Wallet user;

- c. if within 60 (sixty) calendar days from the opening of the account the prospective Customer **has not fulfilled the Know Your Customer process** set by the Bank **but** has made an initial deposit, then the funds will be transferred to ONe Wallet as referred to in letter a and letter b above as a media for depositing funds;
- d. to be subject to the General Terms and Conditions of e-Banking Services; and
- e. to have its account closed if it does not meet the requirements determined by the Bank, among others, for not completing the Know Your Customer process as referred to in letter c above.

2.3 The Bank will inform the OCBC NISP Electronic Money (ONe Wallet) account number through communication media deemed appropriate by the Bank.

The Customer agrees that the Bank has the right to request additional information and documents and conduct additional verification through other electronic means such as telephone or SMS or email if the Bank considers the suitability and completeness of information or documents including digital/electronic information and documents uploaded by the Customer is not sufficient for the Bank in processing the application submitted by the Customer.

2.4 The Customer states that he/she understands and agrees that the Bank has the right to reject the application for opening an account in the event that it is known that there is invalidity, incompleteness or unclear information, data, details, statements, guarantees, authority, power of attorney, instructions and/or documents submitted and/or uploaded by the Customer, and if it does not meet the applicable Know Your Customer provisions.

2.5 The Customer hereby fully gives consent to the Bank to use, manage, store and utilize information and/or documents and/or personal data including Biometric Data that has been received by the Bank or uploaded digitally/electronically by the Customer in connection with opening an account at the Bank, as long as it is possible and permitted by applicable laws and regulations.

2.6 The Customer states that he/she understands and agrees that (i) for the purposes of identification and verification before providing banking services, including conducting a Know Your Customer process at the time of opening an Account and/or Products/Services at the Bank based on the Customer's request as well as credit scoring, and (ii) to manage, process and follow up on instructions, requests and/or transactions conducted by the Customer, including to provide/submit reports to the Customer/authorized agencies based on applicable laws, either through the Bank's office or other channels owned by the Bank, the Bank and its officers may at any time disclose any or all information and special matters related to the Customer to a party

that binds itself in an agreement with the Bank including agents, service providers and third parties appointed or related, either directly or indirectly.

**3. CANCELLATION OF ACCOUNT OPENING APPLICATION**

Unless otherwise stipulated by laws and regulations, the Customer agrees that the Bank may reject or cancel the application for opening an Account, Products and/or Services submitted by the Customer/prospective Customer by conveying the reasons for such rejection or cancellation to the Customer/prospective Customer.

**4. DEPOSIT INSURANCE**

4.1 The Customer hereby acknowledges and agrees that in accordance with the applicable provisions and regulations regarding the Deposit Insurance Corporation (hereinafter referred to as "LPS Rules and Regulations"), the deposits guaranteed by the Deposit Insurance Corporation are limited to deposits covering the principal value of deposits and interest with a certain maximum amount and with the provisions of the maximum applicable interest rate to be determined from time to time based on the LPS Rules and Regulations.

4.2 The Customer understands and agrees that if the Customer's deposit which includes the principal value of the deposit and interest exceeds the maximum amount of deposits guaranteed by LPS and/or if the Customer receives effective deposit interest from the Bank that exceeds the maximum guarantee interest rate set by LPS from time to time, including money or cashback related to fund raising which results in the Customer's interest rate being above the guarantee interest rate set by LPS, then the Customer's deposit shall not be included in the deposit insurance program by LPS.

**5. CUSTOMER INSTRUCTIONS**

5.1 Instructions in connection with the Account shall be given by or on behalf of the Customer in accordance with the authority and mandate currently applicable to the Account. Instructions may be made in writing or electronically or in any other form and/or method approved by the Bank from time to time.

5.2 Instructions received by the Bank cannot be canceled, withdrawn or changed unless the Bank agrees in writing or electronically or in any other form and/or method.

5.3 Specimen of signatures and signing authority of the Customer or signatories authorized to conduct banking transaction relationships with the Bank in writing shall be remain valid until the Bank receives a written cancellation from the Customer.

5.4 The Customer agrees that the Bank shall have the right but not the obligation to conduct further verification of the signature other than comparing it with the specimen of signature available at the Bank. The Customer agrees that the Bank shall have the

right to reject the cheque/current account or other instruction if the Customer's signature or the Customer's authorized representative in the opinion of the Bank is different from the specimen of signature available at the Bank.

- 5.5 The Customer agrees that any approval using OTP sent to the Customer via SMS to the Bank is a valid and binding instruction and approval given by the Customer to the Bank and can be fully used as evidence as referred to in the applicable laws and regulations.
- 5.6 The Customer agrees that the Customer is fully responsible for all Instructions carried out using OTP data processed by the Bank, and the Customer agrees to release the Bank from all kinds of claims, lawsuits, and/or other legal actions from any party related to the execution of the Instruction.
- 5.7 The Bank will use its best endeavors to carry out the Customer's Instruction but the Bank shall not be liable for any failure to do so, unless caused by the Bank's gross negligence or willful misconduct.
- 5.8 The Bank is not responsible for any losses suffered by the Customer arising from or related to:
- a. All instructions/orders and communication from the Customer;
  - b. Cancellation of instructions/orders for transactions that have been received and executed by the Bank;
  - c. All issues related to telecommunication connection /networks;
  - d. Any incorrect or incomplete customer orders/instructions;
  - e. All errors or omissions of the Customer in complying with the terms and conditions, instructions, procedures and instructions submitted by the Bank;
  - f. Any delay or refusal to carry out the Customer's order/Instruction that occurs due to compliance with applicable laws and regulations or due to the Customer's error or negligence in complying with the terms and conditions related to the Bank's Products or Services;
  - g. All losses in any form due to or related to the implementation of Instructions/orders and communications which according to the Bank they have been received from the Customer according to the information, data and documentation stored in the Bank's system.

## 6. **CANCELLATION AND TERMINATION OF PAYMENT OF CHECKS BY THE CUSTOMER**

- 6.1 If the Customer intends to cancel or terminate the payment of a cheque that has been issued by the Customer, the Customer must send an Instruction to the Bank by stating complete information about the cheque, including:
- (a) cheque number;

- (b) date of issuance;
- (c) name of beneficiary (if any); and
- (d) its amount.

After the Bank receives the written Instruction, the Customer must fill in other documentation required by the Bank. Instruction for the termination of payment will be carried out by the Bank based on the Bank's best efforts, and the Bank at its sole discretion and/or based on Bank Indonesia regulations may choose not to carry out this written instruction for any reason.

- 6.2 If the instruction for termination of payment as referred to in Article 6.1 above is implemented by the Bank, the Customer agrees to bear and at all times indemnify the Bank for all costs, losses or liabilities incurred or suffered by the Bank as a result of the non-payment of the Cheque.

## 7. **ACCOUNT STATEMENT**

The Bank will provide an Account statement to the Customer every month or at certain times determined by the Bank. The Customer agrees to check the correctness of all details contained in each Account statement and to notify the Bank within 7 (seven) calendar days from the date of the Account statement if there are any discrepancies, missing data, or errors therein. After the lapse of this period, the details in the Account statement shall be deemed correct except for errors that have been notified by the Customer to the Bank. The Customer agrees that the Bank shall reserve the right to correct any errors contained in the Account statement at any time.

## 8. **INTERESTS**

- 8.1 Provisions regarding the interest offered by the Bank to the Customer, may be subject to change in accordance with banking market conditions and the Bank's internal policies. Such changes can be seen at the Bank's office or in the Bank's electronic media.

- 8.2 Income on interest received by the Customer will be subject to tax in accordance with applicable tax provisions.

## 9. **FEES/COMMISSIONS**

- 9.1 The Bank shall reserve the right to debit the Account for the amount of fees or charges mentioned in each Bank's fee schedule or other fees and charges, interest, taxes and penalties (including but not limited to legal fees and stamp duty (if any)) that the Customer is obliged to pay to the Bank in connection with:
- (a) A Product and/or Service;
  - (b) Liabilities of any kind arising in connection with the Account or otherwise; or
  - (c) Overdraft Value in Account.

- 9.2 A fee in the amount as mentioned in the Bank's fee schedule will be charged if the Customer fails to maintain the minimum balance required for the Account or if the Account is inactive for a period as specified by the Bank from time to time. A fee in the amount as mentioned in the Bank's fee schedule may also be deducted if the Customer closes the Account within such period as specified by the Bank from time to time.
- 9.3 The Bank may change the prevailing exchange rate as well as the amount of fees or charges payable by the Customer as stated in the Bank's fee schedule.
- 9.4 In the event that there are changes to fees, charges and/or commissions, the Bank will notify such changes no later than 30 (thirty) Business Days in advance through the Bank's office or other channels owned by the Bank.

10. **CONSENT TO THE PROVISION OF INFORMATION**

- 10.1 The Customer hereby declares and agrees to grant permission and authority to the Bank and its officers to disclose at any time any or all information and special matters related to the Customer including personal data and/or Biometric Data of the Customer to:
- (a) A party that binds itself in an agreement with the Bank including service providers used by the Bank (including administrative services or other services), provided that the party(ies) have bound themselves to maintain the confidentiality of the data received/ processed/ used;
  - (b) Auditors, professional advisors including the Bank's legal counsel and related parties of the Bank;
  - (c) Law enforcement officials and public officials authorized in the law enforcement process of an alleged criminal offense, including but not limited to alleged money laundering crimes;
  - (d) Any receiver appointed by the court or at the request of the Bank;
  - (e) Any person or entity authorized or permitted to order or receive disclosure of confidentiality under the provisions of laws and regulations;
  - (f) Any government body or authorized authority in Indonesia (including but not limited to Bank Indonesia, the Financial Services Authority, the Deposit Insurance Company) with which the Bank is obliged to comply or submit itself under the applicable laws and regulations.
- 10.2 The Bank will use appropriate prudential principles in accordance with applicable laws and regulations to ensure that information regarding the Customer, including but not limited to accounts, transactions and authorized parties of the Customer are treated confidentially.

## 11 **DATA UPDATE**

- 11.1 The Customer is obliged to immediately notify and submit to the Bank any changes to any information or data of the Customer, including but not limited to changes in name, address, telephone number, information or data contained in proof of identity (e-KTP or passport, whichever is relevant according to the Customer's resident status) and/or TIN (or other proof of tax identity, specifically for non-resident Indonesian Customers), information related to the Customer's work/business and other matters that deviate or differ from the Customer's information or data previously provided by the Customer to the Bank, either information or data delivered directly physically or through electronic media
- 11.2 In the event that there is a change in the Customer's data or information, the Customer hereby authorizes the Bank and/or the party appointed by the Bank to update or adjust any information or data of the Customer stored in the Bank's system.

## 12. **DORMANT ACCOUNTS**

- 12.1 At the Bank's discretion, the Bank shall have the right to change the status of the Account from an active Account to an inactive (dormant) Account, if there is no banking transaction activity carried out by the Customer in a period of 375 (three hundred seventy-five) consecutive calendar days.
- 12.2 During the dormant status of the Account, the Customer cannot perform any debiting or crediting transactions, with the exception of transactions related to the following fees can still be carried out: (a) debiting of Account administration fees, including dormant Account administration fees; (b) payment of interest; (c) payment of tax on interest; (d) stamp duty for current accounts; (e) debiting of accounts through clearing or disbursement of receipts made by third parties (parties who receive payments from the Customer) for Rupiah Current Accounts; (f) debiting of rental renewal fee of Safe Deposit Box (SDB); and (g) debiting related to any obligations of the Customer that are still owed to or through the Bank.
- 12.3 For dormant Accounts, the Bank shall have the right to charge an administration fee that will be charged to the Account in an amount determined in accordance with the policies applicable to the Bank with prior notice through the Bank's office, the Bank's website at [www.ocbcnisp.com](http://www.ocbcnisp.com) or other media determined by the Bank, while taking into account the applicable laws and regulations.
- 12.4 To reactivate a dormant Account, the Customer must come to the nearest Bank branch to complete and sign the Account activation form in front of a Bank officer. Especially for Customers who have a Joint Account "And", the activation of the Account must be carried out jointly by the Joint Account holders, while for Joint Account "Or", the activation of the Account, can be carried out by one of the Joint Account holders.



Reactivation of dormant Accounts, except for Joint "And" Accounts, can also be carried out by debiting transactions such as cash withdrawals, overbooking, payments, purchases and transfers through ATMs, Internet Banking (including Velocity) or ONE Mobile applications.

12.5 After the dormant Account is activated, the Customer is required to make transactions using the Account.

12.6 The Customer agrees that in the event that the Customer's dormant Account has a zero balance (IDR 0), the Bank has the right to close the Account without prior notice to the Customer.

13. **ACCOUNT TRANSFER/GUARANTEE**

Unless with prior written approval from the Bank and in accordance with the terms and conditions determined by the Bank, the Customer may not transfer or pledge to serve as collateral for the benefit of other parties or carry out other related matters in connection with the Account either in part or in its entirety.

14. **OVERDRAFT ON ACCOUNT**

14.1 The Customer undertakes to ensure that there is no overdraft on the Account, even temporarily, unless authorized by the Bank or with the prior approval of the Bank and such approval shall be subject to the terms and conditions determined by the Bank.

14.2 Debit balances on the Account shall be settled promptly by the Customer. The Customer at the request of the Bank shall pay all interest and fees on the debit balance which shall be calculated at the interest rate determined by the Bank from time to time and such interest shall be calculated on a daily basis and charged at the end of each month or at any time determined by the Bank from time to time.

15. **RIGHT TO DEBIT RELATED TO TAX**

15.1 If the Bank is required by law, provisions in Indonesia or regulation(s) to which the Bank is subject under an agreement to withhold tax, the Customer hereby authorizes the Bank to make such withholding from the relevant Account(s).

15.2 The Customer agrees that if the tax must be paid in a currency different from the currency of the Account, the Bank is authorized to convert to the required currency using the prevailing exchange rate at the Bank and the cost of such conversion shall be borne by the Customer.

**16 REJECTION AND SUSPENSION OF TRANSACTION**

16.1 The Customer agrees that the Bank has the right to refuse or not carry out the Instruction if (i) the Instruction is not in accordance with applicable laws, regulations or legislation, including laws on financial crimes, Corruption Eradication Law, Money Laundering Law applicable in Indonesia and internationally and compliance with the prevention of financing for, among others, terrorists and sanctioned parties; or (ii) the Instruction will cause the amount of such payment to exceed the credit balance in the Account; or (iii) the Bank in its judgment considers that the Instruction given by the Customer cannot be verified.

In the event that it is necessary, in relation to the provisions of this paragraph, the Bank shall have the right (i) to request to provide all information required by the Bank to comply with such laws and regulations including but not limited to the name, address, age, sex, personal identification information, income, occupation, assets, debts, sources of wealth, purpose of opening an Account, investment objectives, any financial plans or other relevant financial information of the Customer; (ii) to request the Customer to provide updated data on such information to the Bank; (iii) to suspend and examine any payment orders and other information or communications sent to or by the Customer, or on behalf of the Customer through the Bank's system; and (iv) if necessary, in relation to potential terrorist financing, the Bank shall conduct further investigations to determine whether the names appearing in any transactions made or to be made by the Customer through his/her Account are those of terrorists.

16.2 The Customer agrees and acknowledges that to the extent permitted by applicable laws and regulations:

- (a) The Bank shall reserve the right to refuse to execute an Instruction for a transaction on an Account; or;
- (b) The Bank shall reserve the right not to send the activation code or OTP or other codes that have the same purpose; or
- (c) The Bank shall have the right to withhold funds in the Account and limit the Customer's right to make withdrawals from an Account,

if there are doubts, non-conformance of Instructions, OTP code errors, disputes from the Customer with other parties that cause conflicts of Instruction, or there are suspicions of indications of criminal acts including but not limited to forgery, fraud, invalidity or impropriety of Instructions/transactions on accounts or as a follow-up to reports of alleged criminal acts related to invalidity or impropriety of Instructions/transactions on accounts or as a follow-up to reports of alleged criminal acts related to invalidity of data/information submitted by the Customer to the Bank.

16.3 In connection with the conditions as referred to in Article 16.1 and/or Article 16.2 above, the Customer agrees that the Bank shall have the right:

- (i) to suspend or terminate either temporarily or permanently including extending the suspension, or refuse to process part or all of the Instruction/

- transaction either on the Bank's own initiative or at the request/instruction of the competent authority; and/or
- (ii) to block or withhold funds in the Account including to debit the Account and limit the Customer's right to withdraw funds or to put hold on the Customer's Account activities (including other Accounts owned by the Customer at the Bank) or not to provide/limit access authority to the Bank's facilities/services (including safe deposit boxes); and/or
  - (iii) to fulfill its obligations related to Customer information to the authorities in accordance with applicable rules and regulations; and/or
  - (iv) to know information on the source and purpose of the use of funds of the Customer who owns the Account or who is authorized or the owner of the funds, related to transactions that are considered unusual or not in accordance with the profile; and/or
  - (v) to conduct a blocking as a follow-up to a report of alleged criminal acts, revoke the blocking and/or debit the Account to return funds to another Customer's Account at the request of an interested party if based on the results of the Bank's investigation it is suspected or it is known that the data or information submitted by the Customer to the Bank is incorrect;
  - (vi) to close the Customer's Account.
- 16.4 The Customer shall release the Bank from any loss (directly and including loss of profit or interest) or damage suffered by any party arising from any action taken by the Bank under this Article 16.
- 16.5 Subject to the applicable laws and regulations, the Bank may but is not obliged to notify the Customer of the rejection or postponement of transactions as stipulated herein.
17. **COMPENSATION/CALCULATION**
- 17.1 The Customer shall grant full rights, power and authority to the Bank, at any time to block/disburse and/or debit the Customer's Account or the Customer's joint account in all branches available at the Bank to pay off/pay all obligations or debts of the Customer that are owed and payable that exist now or in the future. The Customer hereby waives all rights to file objections or challenges in any form and for any reason whatsoever against the blocking, disbursement and debiting carried out by the Bank.
- 17.2 The Customer and the Bank hereby waive and declare that the provisions in Article 1427 of the Indonesian Civil Code do not apply, as long as the article requires that in order to be able to compensate/calculate debt a receivable must have been payable/matured.

17.3 The Bank will notify the Customer regarding the blocking or debiting as mentioned in Article 17.1 above.

**18. LIMITATION OF LIABILITY**

18.1 Neither the Bank nor any of its employees or agents shall be liable for any act or failure to act, unless caused by the Bank's willful negligence or failure.

18.2 Without limiting the foregoing, the Bank shall not be liable for any costs, losses, damages, liabilities or consequences suffered or incurred by the Customer due to the following circumstances:

- (a) The Bank acts in good faith on the Customer's Instruction;
- (b) The operation of the Account is hampered or disrupted for reasons beyond the Bank's authority;
- (c) any delay or failure of delivery or communication facilities of party(ies) other than the Bank;
- (d) Funds credited to or debited from the Account are reduced in value due to taxes, depreciation or unavailability due to restrictions (arising from any cause whatsoever) on conversion, expropriation, delivery, voluntary, forcible taking, exercise of governmental or military power, war, strike or other causes beyond the control of the Bank;
- (e) Lost cheques/ giro bilyet which are not due to the Bank's fault;
- (f) the Bank's rejection of the Customer's Instruction because there are differences in the Customer's signature and data stored in the Bank;
- (g) Customer's negligence, failure or criminal act;

18.3 The Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer (whether due to forgery of signature, material change of withdrawal instruction or any other reason) which is not caused by the Bank's fault. If the Bank has debited the Customer's Account based on a request for withdrawal of funds or payment with a forged signature of the Customer or authorized person, the Bank shall not be responsible for canceling the debit or paying compensation to the Customer in connection with the funds that have been debited.

18.4 The Customer must be aware of the exchange rate risk inherent in foreign currency deposits, in particular a decrease in the exchange rate of the foreign currency compared to the Customer's preferred currency will reduce (or eliminate) the Customer's income or revenue in the foreign currency deposit.

18.5 The Customer hereby agrees to release and discharge the Bank from all claims, demands, losses, damages, or costs that may arise now and, in the future, provided that it is not caused by the fault or gross negligence of the Bank for:

- (i) misunderstanding, damage, delay, loss or misdelivery of orders and communications, whether by post, telephone, telegram, telex or facsimile or any other communication media;
- (ii) limited use or unavailability or non-payment of funds due to foreign exchange restrictions, unavailability of the foreign currency withdrawn, or other causes beyond the control of the Bank;
- (iii) an Account statement or Bank notification sent to the Customer is received or read or misused by an unauthorized party to the Account;
- (iv) token and PIN are known by other people/parties;
- (v) transfer of OCBC NISP ATM card to another person/party;
- (vi) losses or claims arising from or relating to goods handover transactions carried out by the Customer at the merchant;
- (vii) the inauthenticity, invalidity, incompleteness of filling or other aspects of the documents received by the Bank from the Customer, as well as if the documents prove rights of ownership to the goods listed in the documents. The Bank shall not be responsible for the party issuing or endorsing such documents, including but not limited to the authenticity, validity or correctness of the authority and signature contained in such documents.

19. **INDIVIDUAL ACCOUNT**

If the Customer is an individual Customer, the Bank shall only recognize his/her heirs in the event of the Customer's death. After receiving notification of the Customer's death, to protect the interests of the Customer, the Bank shall have the right to put a hold on the Account until the Customer's heirs provide and complete the documents required by the Bank in accordance with the applicable provisions of the Bank. Notwithstanding the foregoing, the Customer agrees that the Bank shall have the right to request proof of heirs in the form of documents acceptable to the Bank and other evidence required by the Bank, so that the Bank can recognize the rightful heirs in accordance with applicable legal provisions.

20. **JOINT ACCOUNT**

20.1 If an Account(s) is opened in the name of two or more persons ("**Joint Account**"), such persons shall be jointly and/or severally liable for the obligations arising from the Joint Account, and every word "Customer" in these Terms and Conditions or any other document relating to a Joint Account shall be construed/read as the Customer who owns the Joint Account, whether jointly or severally provided that:

- (a) If a Joint Account is operated with a single signature (an "Or" Joint Account), instructions from one Joint Account holder will be accepted by the Bank and such instructions shall be binding on the other Joint Account holders.
- (b) If a Joint Account is operated with joint signature authority (an "And" Joint Account), any Instructions given must be in writing and must be given by the

Account holders in one or more Instructions, all of which shall constitute one and the same document.

- (c) The Customer who owns the Joint Account shall be responsible for all consequences and risks that may arise in connection with the opening and execution of transactions related to the Joint Account, and the Bank will not provide compensation and/or liability in any form to the Customer or any party for claims and losses incurred due to disputes/conflicts (if any), which occur between Customers who create/request the opening of a Joint Account.
- (d) Upon receipt of notice of death of one of the Joint Account holders, the Customer agrees that the Bank shall be entitled to:
  - (i) suspend the Account and withhold the entire credit balance until the successor of the Joint Account holder provides the deed or document required by the Bank in accordance with the applicable laws; or
  - (ii) pay the credit balance in the Joint Account to the existing account holders and heirs (deceased customer), and if there is more than one existing account holder, then to the account holders and heirs, provided that before the payment is made, the debt of one of the Joint Account holders to the Bank will be repaid with the credit balance of the Joint Account.
- (e) The Joint Account Holders and their heirs, together with the Joint Account holders, undertake to hold the Bank harmless against all claims, costs, charges, losses and damages, including those arising from:
  - (i) Payment of the credit balance in the Joint Account to the surviving account holders in the manner described above;
  - (ii) Suspension of Joint Accounts and withholding of credit balances in Joint Accounts in the manner described above; and
  - (iii) Any dispute between Joint Account holders and individual representatives of deceased Joint Account holders.

20.2 The rules for the provision and use of OCBC NISP ATM Cards for Joint Accounts shall be in accordance with the general provisions for the use of OCBC NISP ATM/Debit cards applicable and can be accessed on the Bank's website at [ocbcnisp.com](http://ocbcnisp.com).

## 21. **ACCOUNT(S) IN THE NAME OF A COMPANY**

In the event that an Account(s) is opened in the name of a company, the Bank allows changes in authorized signatories but the Bank is under no obligation to accept such changes unless the Bank is satisfied that such changes have been completed with the documentation required by the Bank to make such changes. In the event of liquidation of the company, funds credited to the Account may only be withdrawn and paid to the liquidator of the company or receiver or other authorized person or body appointed in accordance with applicable laws and regulations.

22. **DEPOSITS**

- 22.1 The Customer agrees that the Bank shall have the right to (i) refuse to accept deposits or limit the amount that may be deposited and return all or part of the amount sent by the Customer to the Bank for deposit, and (ii) reject deposits in Foreign Currencies.
- 22.2 Each deposit placed by the Customer will be made in such a manner and the Customer shall comply with the terms and conditions and procedures determined by the Bank from time to time in relation to the Deposit. Proof of deposit will be validated in accordance with the applicable terms and conditions and procedures by an officer of the Bank.
- 22.3 Deposits placed with funds originating from cheques/ giro bilyet, can only be placed in deposits after the funds have been received by the Bank.

23. **DOCUMENTARY COLLECTION**

- 23.1 All credited cheques/ giro bilyet will be accepted by the Bank as agent for documentary collection, and the Bank may send such cheques/ giro bilyet for documentary collection to the issuer, the drawee or any other paying party for handling in accordance with their own regulations. Foreign currency cheques/ giro bilyet and postal and money orders received for documentary collection will be credited only after payment has been received by the Bank.
- 23.2 Any remittance of funds whether by post, telegraph or electronic or negotiable instruments acceptable for credit shall be irrevocable until the funds have been received by the Bank. If such remittance is canceled for any reason, the Customer's Account will be debited immediately and the Bank will withdraw any interest calculated or credited in respect thereof.
- 23.3 The Customer agrees that the Bank may refuse to accept documentary collection of cheques/ giro bilyet and other instruments withdrawn on third parties. If accepted by the Bank, this acceptance is without liability to the Bank and the Customer is fully responsible for the correctness and validity of all endorsements. Cheques/ giro bilyet or other instruments with multiple endorsements shall not be accepted by the Bank unless previously arranged with the Bank.
- 23.4 All cheques, promissory notes, drafts and other payment instructions (hereinafter referred to as "items") accepted by the Bank for credit to the account shall be subject to the terms and conditions below:
- (a) If payment is made into the Account, the credit is conditional and may be canceled until the funds from such payment have been received by the Bank.
  - (b) The bank can submit items directly to the issuing bank or the correspondent bank of its choice.

- (c) The Bank's rights against the Customer for each item are not reduced due to :
  - (i) loss, damage or rejection of the item;
  - (ii) lawsuits filed by the Bank; or
  - (iii) the entering into an agreement (which is hereby authorized by the Customer) with a third party.
  - (iv) rejection of items, vouchers or reports.
- (d) The Customer hereby declares not to protest, submit and reject the items, and hereby waives his/her right to submit a counterclaim or request a set off against the Bank.

## 24. **WITHDRAWAL OF FUNDS**

- 24.1 Cash withdrawals for any amount placed in a foreign currency Account shall be subject to the availability of foreign currency cash funds with the Bank. Payment of amounts withdrawn, unless otherwise agreed by the Bank, will be made in the form of telegraphic transfer by the Bank.
- 24.2 Withdrawal of funds by the Customer will be carried out in such a manner and the Customer will comply with the procedures specified by the Bank from time to time. Withdrawal of funds may be made after the Bank has received withdrawal instructions acceptable to the Bank including the provision of an identity card or passport by the Customer or authorized signatory. Except with the Bank's prior written approval withdrawals may only be made in writing and signed in accordance with a specimen of signature and authority accepted by the Bank. Arrangements made with the Bank for withdrawal instructions other than in writing shall only be made at the Customer's risk and the Bank shall not be responsible for any loss, damage or liability incurred or suffered by the Customer in connection with such arrangements.
- 24.3 The cheque/ giro bilyet must be signed in accordance with the specimen of signature provided by the Customer to the Bank. Cheques/ giro bilyet may be rejected by the Bank if they do not conform, and the Bank may refuse to pay funds for cheques with the word "bearer" that have been canceled, without liability on the part of the Bank. The Bank shall not be responsible for the identity of the signatories on the back page of Cheques drawn by bearer and shall reserve the right to refuse to pay such Cheques. The Customer shall be solely responsible for the correctness and validity of all endorsements on Cheques drawn on the account.
- 24.4 Cheque/ giro bilyet deposited by the Customer but rejected by the issuing bank, if within 1 (one) year since the Cheque/ giro bilyet is rejected it is not collected by the Customer, the Customer agrees that the Bank shall have the right to destroy the Cheque/ giro bilyet.



- 24.5 The Customer is fully responsible for keeping the Cheque/giro bilyet and if the Cheque/giro bilyet is not found, lost or stolen, the Customer must immediately notify the Bank in writing or if the notification is made verbally, it must be followed by a written notification, accompanied by a police report of loss. Police report received after 1.00 pm can only be applicable on the next Business Day.
- 24.6 At the closing of the account, either by the Customer or by the Bank, all Cheque/giro bilyet forms that have been given to the Customer and have not been unused shall be fully owned by the Bank and the Customer is obliged to return them to the Bank.
- 24.7 Blank cheque/ giro bilyet,
- (a) Procedures for withdrawal of funds with blank cheques/ giro bilyet shall be governed by and subject to Bank Indonesia regulations.
  - (a) In the event that a Cheque/giro bilyet is deposited to another bank or there is a payment without having sufficient funds, the Cheque/giro bilyet or payment will be reported to Bank Indonesia in accordance with applicable laws and regulations and the Bank will issue a warning letter to the Customer.

25. **USE OF ACCOUNT**

- 25.1 The Customer understands and agrees that the Customer will use the Account for transactions that do not conflict with the provisions of laws and regulations and/or the applicable internal policies of the Bank and/or other regulations that apply nationally and internationally related to the implementation of these transactions either directly or indirectly, and the Bank will not provide compensation and/or liability in any form to the Customer or any party for any claims and/or lawsuits and/or losses arising in connection with the use of the Account by the Customer for transactions categorized as suspicious transactions and/or transactions prohibited by the provisions of laws and regulations and/or applicable Bank internal policies and/or other applicable regulations both nationally and internationally related to transaction activities carried out by the Customer directly or indirectly.
- 25.2 In conducting transactions using the Account, the Customer understands and agrees that there are certain sanctions imposed by the government, including the government of the United States and other countries, and/or other authorized agencies against several countries, entities or individuals. Accordingly, the Bank shall reserve the right not to execute/process transactions that are in violation of such sanction provisions, and the competent authorities may require disclosure of related information. The Bank shall not be liable if the Bank or any other party fails or delays the execution of transactions, or the disclosure of information as a result of direct or indirect violation of such sanction provisions.

25.3 In the event that the Customer is in the form of a business entity and/or other legal entity, the Customer is obliged to adjust the Customer's articles of association with the applicable statutory provisions in accordance with the regulations applicable to the Customer, including but not limited to the provisions of the most recent applicable Limited Liability Company Law, along with its implementing regulations and amendments and/or substitutes (if any).

25.4 The Customer agrees to follow and comply with the policies set by the Bank and the prevailing laws and regulations in the financial services sector including to update the Customer's data to the Bank at any time if requested by the Bank.

**26. PAYMENT OBLIGATIONS BY THE BANK**

In the event that any currency constituting a payment obligation of the Bank is unavailable due to restrictions on conversion, delivery, expropriation, governmental acts, orders, provisions and regulations, voluntary delivery, forcible taking, exercise of military power or usurpation of power, acts of war or civil strife, financial union or exchange or similar causes that are beyond the Bank's control, the Bank is deemed to have fulfilled the payment obligation by making payment in another currency (at the prevailing exchange rate at the Bank) that is deemed favorable by the Bank.

**27. ACCOUNT BLOCKING AND ACCOUNT DEBITING**

27.1 In order to carry out the prudential principle, the Bank shall have the right and the Customer hereby authorizes the Bank to block either part or all of the balance in the Account and/or debit the Account, if:

- (a) there is a request from the Customer for the Bank to block the Customer's Account according to the method/procedure determined by the Bank from time to time;
- (b) there is a notification that the Customer dies or becomes incapacitated. Where the revocation of blocking is carried out if there is convincing evidence that the Customer is alive / still legally capable or at the request of other parties (eg. legal heirs, guardians / receivers) based on evidence received by the Bank;
- (c) for Joint Accounts, (i) there is a dispute between the Joint Account owner Customers, or (ii) the death of one of the Joint Account owners. Where related to Joint Account disputes, the revocation of blocking is carried out if the Bank has received a request or written instruction to revoke the blocking from the Joint Account Customers or there is a compelling legal decision;
- (d) for security measures on Customer assets, there is a request from the police and/or prosecutor's office or confiscation by the Court and/or authorized agency or there is a suspicion of forgery, a report of alleged criminal acts or other events that may result in losses to the Bank and/or Customer;

- (e) there are indications and/or allegations of internal disputes from the Customer or for other reasons that may harm the Customer until there is evidence of dispute resolution received by the Bank.
- 27.2 The Bank shall be at all times obliged to correct errors/mistakes that occur within the Bank, either due to human error or due to a disruption/error in the Bank's system or a third party cooperating with the Bank or, due to an error from the bank from which the funds are sent and the bank requests a refund, in terms of either crediting or debiting the Account or in carrying out all instructions related to this matter. In the event of errors and/or mistakes made by the Bank and/or the bank from which the funds were sent, the Customer hereby declares that he/she (i) provides approval and authorization to the Bank to debit the Account in the event that it is necessary to correct the error/mistake; (ii) will not sue or seek compensation from the Bank or its employees for the correction of the error within a reasonable period of time according to the Bank's judgment after the Bank becomes aware of the error, provided that it is not due to the Bank's obvious fault.
28. **CLOSING OF ACCOUNT(S)**
- 28.1 **Accounts opened through Digital/Electronic Media/Application:**
- (a) The Bank shall have the right to close the Customer's Account if within 30 (thirty) calendar days from the opening of the Account, the Customer **has not fulfilled the Know Your Customer process** set by the Bank **and** has not placed an initial deposit.
  - (b) The Bank shall have the right to close the Customer's Account if within 60 (sixty) calendar days from the opening of the Account, the Customer has **not fulfilled the Know Your Customer process** set by the Bank **and** has placed an initial deposit **in accordance with Article 2.2 above.**
- 28.2 If the Customer intends to close the Account(s), the Customer must provide written instructions to the Bank and fulfill the procedures determined by the Bank.
- 28.3 On the closing of an Account(s):
- (a) In accordance with Article 28.2 above the Bank may discharge all its obligations in respect of the Account by paying to the Customer in the currency of the Account the amount of the credit balance in the Account.
  - (b) The Customer will immediately return to the Bank the unused cheques/giro bilyet, or if not returned, the Customer will release the Bank from any losses, costs or fees arising from the misuse of the cheques/giro bilyet.
- 28.4 Without prejudice to the general provisions above, upon the occurrence of any of the events below, the Customer agrees that the Bank shall reserve the right, with notice, to close an Account(s):

- (a) Failure of the Customer to comply with these Terms and Conditions;
- (b) There are reasons to file a bankruptcy petition against the Customer;
- (c) Upon the deceased of the Customer, becomes insane or incapacitated (legally incapable);
- (d) An application filed by a party for the appointment of a curator;
- (e) If the performance of obligations in accordance with these Terms and Conditions shall become contrary to law;
- (f) If the Account balance is below the minimum amount determined by the Bank from time to time;
- (g) In the Bank's judgment, the use of the Account is not in accordance with the purpose of opening the Account;
- (h) If the Customer's name is in the Black List issued by:
  - (i) Bank Indonesia (Central Bank);
  - (ii) International institutions (e.g. terrorist lists issued by the United Nations);
  - (iii) Government agencies/authorized agencies;
  - (iv) Bank watch list.
- (i) An order/instruction from an authorized official according to the applicable law;
- (j) Due to other reasons based on the Bank's judgment.

28.5 Based on the Financial Services Authority's regulation on the Implementation of Anti-Money Laundering and Countering Financing of Terrorism Program in the Financial Services Sector, the Bank shall be obliged to reject transactions, cancel transactions and/or close business relationships with Customers, if:

- (a) The criteria for the completeness of the data/information supporting documents provided by the Customer do not meet the requirements as specified in the Financial Services Authority Regulation regarding the Implementation of the Anti-Money Laundering and Countering Financing of Terrorism Program in the Financial Services Sector;
- (b) The information provided by the Customer is doubtful and/or the documents used are known or suspected to be false;
- (c) The use of Account is not in accordance with the profile or it is opened using a fictitious name;
- (d) It has a source of transaction funds that are known and/or reasonably suspected of originating from the proceeds of a criminal offense;
- (e) It is in the form of a shell bank or a commercial bank or Islamic commercial bank that allows its accounts to be used by the shell bank;
- (f) It is on the list of suspected terrorists and terrorist organizations, and/or the Weapons of Mass Destruction Proliferation funding list;
- (g) It is registered as sanctions person/entities and/or it comes from countries that are included in comprehensive sanctions countries/jurisdictions.

(h) It is in the Customer Rejection List (DPN) or other prohibition list issued by the competent authority.

Therefore, the Customer releases the Bank from all applicable lawsuits in any form, either directly or indirectly, related to the implementation of the Bank's authority as mentioned above.

**29. ELECTRONIC TRANSACTION DATA SECURITY**

29.1 Customers must (a) maintain the security and confidentiality of passwords, links and OTPs from any party and for any purpose including to family members, friends, Bank employees and/or merchants; (b) choose quality passwords, change passwords regularly, avoid using the same password repeatedly; (c) not write passwords, links and OTPs in places that allow other people to know; (d) each link and OTP must be used carefully so as not to be seen by others; (e) connect to a secure internet network connection and verified by an officially registered service provider.

29.2 An OTP sent by the Bank can only be used once during the transaction/Instruction session. After the OTP is used or the session ends, the OTP that has been sent previously cannot be used again. If the Customer wants to repeat the transaction/Instruction, the Customer must enter a new OTP.

**30. EVIDENTIARY MATTERS**

30.1 The Customer hereby agrees that the bookkeeping, records/documents, electronic data tapes/cartridges, communication records, recorded transaction evidence, voice recordings, CCTV recordings, computer print-outs, copies or other forms of storage of information or data regarding Accounts, funds or Account transactions determined by the Bank are perfect, valid and binding evidence for the Customer even though these documents are not accompanied with original documents and/or affixed with wet signatures/electronic signatures by the Customer and/or the Bank. If necessary or requested by the Customer, the Bank can send a report on each Account to the Customer using the means/media that will be determined in accordance with the policies applicable to the Bank. In the event that there are errors/mistakes in recording/bookkeeping by the Bank, the Bank shall have the right, in good faith, to correct such errors/mistakes at any time without the obligation to previously obtain approval from the Customer and/or notify the Customer in advance.

30.2 The Customer hereby declares and agrees that the Bank's records and books as a result or consequence arising from the Bank's actions in correcting errors on the Account as referred to in Article 30.1 above, will apply and bind the Customer as valid, absolute and perfect evidence.

30.3 Specifically for requests, transactions, instructions and/or approval of the Customer submitted by the Customer via email, facsimile, telephone and/or other electronic

means (such as tickmarks, OTPs and other forms that have the same purpose) that can be accepted by the Bank ("**Electronic Facilities**") and refer to the applicable provisions at the Bank, the Customer fully agrees that every request, transaction, Instruction and/or agreement submitted by the Customer through the Electronic Facilities (i) shall be valid and binding and apply as valid and perfect evidence and have legal force even though they are not accompanied the delivery of the original documents and/or are not affixed with wet signatures/electronic signatures by the Customer and/or the Bank, except for applications, transactions and/or Instructions which based on applicable legal provisions must be submitted in the form of original documents and/or with wet signatures. The Customer agrees to waive Article 1888 of the Indonesian Civil Code, and (ii) proof of each Account transaction can be seen through mutations of transactions on the Account related to transactions at the Bank, written and electronic documents in the form of email, facsimile and/or voice recordings and other documents issued and/or used by the Bank in connection with Account transactions via email, facsimile and/or telephone and or other electronic media.

- 30.4 The Customer agrees that the Bank may record any and all electronic communications, among others through telephone, email, or other instruments between the Bank and the Customer related to the Bank's Products and/or Services. The Customer agrees and authorizes the recording and monitoring of such electronic communication. The Customer realizes and agrees that for each Customer Instruction submitted through electronic means regulated in these Terms and Conditions, the Bank shall have the right but is not obliged to verify and identify the Customer before carrying out the Instructions from the Customer.
- 30.5 The Customer hereby authorizes, guarantees and accepts full responsibility for every Instruction submitted through electronic means given by the Customer to the Bank or received by the Bank, whether the Instruction is given by the Customer or a person deemed authorized by the Customer.
- 30.6 The Customer understands, acknowledges and accepts each transaction and all consequences arising from each instruction and communication carried out in the manner as described above, and therefore the Customer releases the Bank from any and all losses, claims, actions, proceedings, lawsuits, requests, costs and expenses of any kind and at any time experienced or incurred in any form and manner, arising from and/or as a result of instructions and communications that the Customer submits to the Bank provided that the Bank has processed the transaction in accordance with the agreed methods mentioned above.
31. **APPLICATION OF OTHER TERMS AND CONDITIONS**  
If there are separate terms and conditions related to Services and/or Products provided by the Bank to the Customer, then such terms and conditions shall become

an integral and an inseparable part hereof. In the event of a difference in definitions, the terms and conditions set forth in these Terms and Conditions shall prevail.

**32. COMMUNICATION**

32.1 For the purpose of communication or correspondence, the Customer can contact *Tanya OCBC NISP* service or other numbers notified by the Bank from time to time. In the event that there is a change in the Customer's address/e-mail address/telephone number/mobile phone without prior notification from the Customer, the Bank is not responsible if the communication sent is not received by the Customer for the reasons mentioned above. Therefore, if there is a change in data, the Customer must notify and submit the change to the Bank and such change is only valid if it has been received and/or approved by the Bank.

32.2 Any report, advice, confirmation, notice, announcement, request and all correspondence by the Bank in accordance with these Terms and Conditions ("Correspondence") will be sent to the Customer:

- (a) if the Customer is an individual, then it is sent to the Customer or the Customer's individual representative concerned. If the Customer is a company or not an individual, then it is sent to the company official or person authorized to represent the Customer;
- (b) by sending it to the Customer or one of the officials or persons authorized to represent the Customer (whichever is relevant) at the Customer's most recently registered address with the Bank; or
- (c) through facsimile or electronic mail (email) addressed to the facsimile or electronic mail (email) address of the Customer recorded at the Bank.

32.3 The Bank shall not be liable for any error, delay, or delivery of instructions or communication problems resulting from the use of postal services, facsimile, electronic mail (email), telephone, or telex or any other means or communication between the Customer and the Bank and between the Bank and the Customer, except those caused by the Bank's actual fault.

**33. AMENDMENTS**

At any time at its discretion and with notice to the Customer at least 30 (thirty) Business Days in advance, in the manner referred to below, the Bank may (i) amend one or more of these Terms and Conditions or (ii) permanently terminate the provision of a Service or Product or Account provided for in these Terms and Conditions by:

- (a) publishing the change in the Account Statement sent to the Customer; or
- (b) posting a notice of such change at a branch office of the Bank; or
- (c) by other written notice; or
- (d) through electronic media; or

(e) through other means of communication determined by the Bank at its sole discretion,

with due observance of the prevailing laws and regulations.

If the Customer continues to use the Service or Product or Account after such notification, or there is no objection from the Customer during the 30 (thirty) Business Days period, the Customer shall be deemed to have agreed and accepted such amendments.

For the purpose of termination of the Service or Product or in accordance with these Terms and Conditions, the Bank and the Customer hereby waive the provisions of Article 1266 of the Indonesian Civil Code and thus no stipulation or court decision shall be required for its enforceability.

**34. FORCE MAJEURE**

The Customer agrees that the Bank shall be exempted from all responsibilities as a result of events or causes beyond the Bank's power or ability including but not limited to natural disasters, fire, war, riots, unrests, malfunctioning equipment, systems or transmissions, power disruptions, telecommunications disruptions, government policies and/or authorized agencies, failures in the application of new technology, and other events or causes beyond the Bank's power or ability (Force Majeure).

**35. FATCA AND CRS RELATED PROVISIONS**

35.1 The Customer agrees that in the event that the Customer is a tax subject under the provisions of the Foreign Account Tax Compliance Act ("FATCA" Subject), Common Reporting Standard ("CRS" Subject) and Regulations regarding Reporting of Tax-Related Foreign Customer Information to Partner Countries or Partner Jurisdictions, the Customer will complete any documents and/or forms required by the Bank related to the Customer's tax obligations other than in Indonesia and guarantee the accuracy of any information provided in the documents and/or forms. If the Customer's status changes to become a FATCA and/or CRS Subject, the Customer must no later than 30 (thirty) calendar days after the change in status submit a written notification to the Bank.

35.2 The Customer/prospective Customer acknowledges and agrees that the Customer/prospective Customer information will be forwarded to the authorities both the Financial Services Authority (OJK) and the Indonesian tax authorities.

35.3 The Customer/prospective Customer acknowledges and agrees that if the Bank shall have the right to refuse business relationships and/or refuse new transactions related to financial accounts if the Customer/prospective Customer is not willing to fulfill the identification procedures applicable to the Bank related to CRS.



36. **SEVERABILITY**

In the event that a provision of these Terms and Conditions becomes invalid, illegal or unenforceable based on the provisions of the applicable laws and regulations (including and not limited to the provisions of the Financial Services Authority (OJK), Bank Indonesia and so on), then (i) the validity, legality and enforceability of the other provisions in these Terms and Conditions will not, in any way, be affected, reduced or disturbed, remain valid and binding for the Parties; and (ii) The Customer hereby agrees that the Bank shall have the right to adjust the invalid/illegal and unenforceable provision(s) with the prevailing laws and regulations and/or government policies so that it can be implemented by the Parties.

37. **APPLICABLE LAWS AND JURISDICTIONS**

These Terms and Conditions shall be subject to and construed in all respects in accordance with the laws of the Republic of Indonesia but in enforcing these Terms and Conditions the Bank shall be free to commence or take any action or claim or anything against the Customer in the District Court of South Jakarta, Indonesia without limiting the Bank's right to pursue claims in courts and other jurisdictions.

38. **GRANTING OF POWER OF ATTORNEY**

All powers of attorney granted by the Customer to the Bank in accordance with these Terms and Conditions:

- (a) shall be irrevocable;
- (b) shall allow full rights of substitution;
- (c) shall authorize full representation by the Client, anywhere and against anyone, in all matters and actions with respect to matters connected with this power of attorney.

The Customer authorizes the Bank to disclose any information that has been obtained by the Bank about the Customer, the Customer's business activities, accounts and/or the Customer's business/transaction relationship(s) with the Bank, including but not limited to details of the Customer's facilities and transactions conducted with the Bank, in its capacity as banker of the Customer or in any other capacity for operational purposes and/or compliance with certain regulatory requirements, to (i) the head office and other branch offices of the Bank and other parties related to the Bank, (ii) the Bank's agents/correspondents, (iii) guarantors, (iv) lawyers, (v) professional consultants and service providers of the Bank who are bound by confidentiality obligations with the Bank.

The granting of power of attorney in these Terms and Conditions shall be an important and inseparable part hereof. The Customer agrees that the power of attorney granted by the Customer in these Terms and Conditions will not be revoked or terminated during the business relationship between the Customer and the Bank or for any reason, including but not limited to the statements in Articles 1813, 1814 and 1816 of the Indonesian Civil Code.

39. **RECORDING**

- 39.1 In the event that the Customer agrees to be offered Products and/or Services through the Customer's personal means of communication, the Bank shall have the right to document the recording of the Product and/or Service offering using sound and/or video.
- 39.2 Recording for Product and/or Service offerings as referred to in paragraph 39.1 above shall be carried out in accordance with the provisions of the applicable laws and regulations.
- 39.3 In the event that the Customer uses the Product and/or Service, then if necessary the Customer can request the Bank to be given access to the results or copies of the sound and/or video recordings.

40. **CUSTOMER CONSENT**

- 40.1 The customer shall give approval and authority to the Bank to:
- a. use data in the Financial Information Service System (SLIK) and/or other service systems that have similar purposes and objectives as stipulated in the applicable regulations.
  - b. provide Customer data/information to third parties who cooperate with the Bank and are interested in processing products and/or services and other matters required in connection with products and/or services that will be or have been owned by the Customer including document delivery and billing.
- 40.2 In the event that there is a use of data, information and statement belonging to third parties submitted by the Customer to the Bank, the Customer states that the Customer has obtained approval from any third party for the use of such data, information and statement, and therefore the Bank is released from any prosecutions, claims, lawsuits and/or responsibilities in any form whatsoever from both the Customer and third parties arising in the future in connection with the use of data, information and statement that has obtained such written approval by the Bank.
- 40.3 The approval as referred to in this provision can be changed or withdrawn by the Customer by submitting a written request to the Bank in accordance with the applicable procedures at the Bank.

41. **SAFE DEPOSIT BOX (SDB) FACILITY**

1. **Rental Period, Rental Price and Security Deposit.**
- (i) The Safe Deposit Box (SDB) rental period shall be valid for 1 (one) year as of the date the Customer (a) submits an application for the use of SDB facility to the Bank, (b) pays a security deposit ("**Security**

- Deposit**"), and (c) pays the SDB rental price in the amount as informed by the Bank ("**Rental Price**").
- (ii) The Customer agrees that during the rental period, the Customer will be charged the Rental Price, Security Deposit and late fees (if any) in accordance with the applicable provisions of the Bank. The Customer also agrees that the Bank shall have the right to review and/or make changes to the Rental Price and/or Security Deposit and/or late fees with prior notice through the Bank's office or other media determined by the Bank with due observance of the prevailing laws and regulations.
  - (iii) The Customer agrees that the Bank will block the Security Deposit during the rental period to secure the repayment of the Customer's outstanding obligations in the future. The blocking of the Security Deposit will be revoked by the Bank when or after the Customer completes all obligations and/or other costs (if any) to the Bank, including and not limited to returning the SDB key to the Bank intact and without defects. If the SDB key is lost or damaged due to the Customer's negligence, the Customer agrees that the Bank shall have the right and authority to calculate the Security Deposit as the cost of replacing the SDB key and opening/dismantling the SDB. If the cost of replacing the SDB key and opening/dismantling the SDB exceeds the Security Deposit, the Bank will debit the Account to account for the shortfall.
  - (iv) In the event that the Customer extends the SDB rental period, the Rental Price including the key guarantee (if there is a change) for the next rental period must be paid in advance at the time of renewal and the Customer authorizes the Bank to debit the Customer's Account in the amount of the Rental Price.
  - (v) Payment of the Rent that has been paid cannot be recalled by the Customer for any reason whatsoever. Unless the SDB facility is canceled by the Bank, the Bank will refund the Rent for the lease period that has not been enjoyed by the Customer on a pro-rata basis.
  - (vi) The SDB key will be submitted to the Customer by the Bank after the conditions as referred to in point 1 (i) above have been fulfilled.

2. **Rules for Rental and Use of SDB.**

The Customer agrees and guarantees the following:

- (i) Individual customers and business entities can open SDB by filling out the opening form provided by the Bank.
- (ii) For the purpose of identification and verification before providing banking services, the Customer agrees that the Bank shall have the right to conduct a Know Your Customer process at the time of opening

- a Product/Service at the Bank, both for the Customer and the Customer's attorney.
- (iii) In order to manage, process and follow up instructions, requests and/or transactions made by the Customer, whether through the Bank's office or other channels owned by the Bank, the Customer can refer to the provisions contained in Article 40.1. b above.
- (iv) SDB can only be opened with 2 (two) different types of SDB keys, namely 1 (one) type of SDB sub-key held by the Customer and 1 (one) type of master key held by the Bank. The Customer must keep the SDB key that has been handed over by the Bank to the Customer from being damaged, lost and/or misused by other parties.
- (v) It is prohibited from duplicating SDB keys, either by oneself or with the help of other parties other than the Bank.
- (vi) The storage of items into the SDB or the retrieval of items from the SDB can be done on every Business Day during the Bank's working hours or on other days/hours which will be determined later by the Bank, provided that the duration of each use of the SDB is a maximum of 15 (fifteen) minutes.
- (vii) only the Customer as the tenant and/or his/her attorney or legal heirs of the Customer with the provision that the number of parties who can enter the vault is a maximum of 2 (two) people.
- (viii) SDB will not be used to store objects that are prohibited by laws and regulations/government regulations of the Republic of Indonesia and objects that are suspected of endangering/damaging SDB, buildings and other objects in the vicinity.
- (ix) The Customer shall be fully responsible for the use of the SDB that has been rented, and releases the Bank against all losses as a result of loss of items stored, changes in quality, defects, loss, damage or other things that cause changes in the form or economic value of the items or the loss of these items, including losses as a result of dismantling the SDB.
- (x) The Customer will not re-lease, transfer, sell or mortgage SDB or carry out other things that cause the transfer of control or rights to use SDB to any other party.

**3. Extension of Lease Period and Late Penalty**

- (i) In the event that the Lease period has expired and the Bank does not receive a termination notice from the Customer, the lease period will be automatically extended for a period of 1 (one) year and the Bank will debit the Account to pay the money for the extension of the lease period.
- (ii) If the funds in the Customer's Account are insufficient to pay the

money for the extension of the lease period in accordance with the provisions of point (i) above, the Bank will charge the Customer a late payment penalty for the extension of the lease period ("**Late Penalty**") in accordance with the provisions applicable to the Bank. Late Penalty is calculated from the date of the extension of the lease period until the payment is received by the Bank through debiting the Customer's Account in the amount of the money for the extension of the lease period and Late Penalty in full. Therefore, the Customer authorizes the Bank to make the debit as referred to above.

- (iii) In the event of an automatic extension of the lease period and late payment of the extension of the lease period as referred to above, the Bank will send the Customer a notice (hereinafter referred to as the "**Notice**") with the following mechanism:
  - a. The Bank will send the 1st Notice in the event that the Customer has not paid the money for the extension of the rental period and/or Late Penalty within 30 (thirty) calendar days from the date of expiration of the rental period.
  - b. The Bank will send the 2nd Notice in the event that the Customer has not paid the rent extension fee and/or Late Penalty within 30 (thirty) calendar days from the date of issuance of the 1st Notice.
  - c. The Bank will send the 3rd Notice in the event that the Customer has not paid the money for the extension of the rental period and/or Late Penalty within 30 (thirty) calendar days from the date of issuance of the 2nd Notice. Furthermore, the 3rd Notice shall also contain the Bank's warning to the Customer for the risk of SDB dismantling if the Customer has not/cannot settle his/her obligations within the specified time.
- (iv) The Customer or his/her attorney or legal heir of the Customer is prohibited from entering the SDB vault to use the SDB prior to the payment of the rental period extension fee and/or Late Penalty.
- (v) The Bank will dismantle the SDB in the event that the Customer has not paid the money for the extension of the rental period and/or Late Fee within 30 (thirty) calendar days as of the date of issuance of the 3rd Notice.

#### 4. **SDB Dismantling**

- (i) The Customer agrees that the Bank shall have the right and authority to forcefully dismantle/open the SDB rented by the Customer for one or more of the following reasons:
  - a. A request from the Customer based on certain reasons, for example the Customer or his/her attorney or legal heir has lost

- or damaged the SDB key that is in his/her control, or other reasons acceptable to the Bank;
  - b. In order to carry out requests or orders from law enforcement agencies or other authorities;
  - c. If based on the Bank's assessment, the Customer violates the provisions agreed in the Terms and Conditions of this SDB Facility;
  - d. If the Customer does not collect the items and return the SDB key within a period of no later than 3 (three) months after the lease period ends or is terminated;
  - e. If the Customer has not/does not pay the payment obligation until the specified time limit;
  - f. The Customer cannot be contacted by the Bank or until a certain period of time determined by the Bank, and the Customer does not come to complete his/her obligations under the Terms and Conditions of this SDB Facility.
  - g. There is a relocation/ removal/ closure of SDB as referred to in paragraph 5.
- (ii) In the event of SDB dismantling, the Customer agrees to release the Bank from all risks and lawsuits whatsoever from the Customer or from any other party, including to release the Bank from changes in the form/value/condition or loss of items/contents from the SDB.
  - (iii) In the event that the Bank dismantles the SDB, the dismantling can be witnessed by the Customer or his/her attorney or legal heirs of the Customer. In the event that the Customer or his/her attorney or legal heir of the Customer is not present, the Bank shall have the right to present a Notary as a witness for the dismantling of the SDB and the Notary service fee must be paid by the Customer or the legal heir of the Customer.
  - (iv) For the dismantling of the SDB as referred to in paragraph (iii) above, the Bank and Notary will make a Minutes of Dismantling stating the type and amount of items stored in the SDB. The Minutes of Dismantling shall be binding on the Bank and the Customer or his/her attorney or legal heirs of the Customer, in accordance with the applicable laws and regulations and shall serve as perfect evidence for use both within and outside the court.
  - (v) All costs arising from the dismantling of the SDB, including the cost of restoring the form and function of the SDB to its original condition, shall be the burden and responsibility of the Customer. If it is not repaid by the Customer within 30 (thirty) calendar days after the demolition is carried out, the Bank shall be given the power and authority by the Customer to debit the Security Deposit and/or debit

- the Account or other accounts on behalf of the Customer at the Bank for the repayment of these costs.
- (vi) Especially for the demolition of SDB which is carried out because the Customer violates the Terms and Conditions of this SDB Facility, the Customer agrees that the Bank will only manage the items from the dismantling of the SDB for a period of 1 (one) year with an administration fee per month as notified by the Bank, starting from the date of dismantling of the SDB. If the items from the dismantling of SDB are not collected by the Customer or his/her attorney or legal heir within a period of 1 (one) year after the dismantling, the Customer hereby agrees to grant power and authority to the Bank to do the following actions:
    - a. For items of sale value, a public sale will be carried out through an auction in the presence of a Class II Auction Officer, where the proceeds from the sale of the auction are used to pay off all fees and penalties owed by the Customer, and the remaining will be credited to the Customer's Account or other accounts on behalf of the Customer at the Bank;
    - b. Items in the form of documents and / or other items that do not have a selling value will be sent to the Customer's correspondence address recorded in the Bank's system, which will use a registered delivery service.
  - (vii) If the debits made by the Bank are not sufficient to pay off the Customer's fees/obligations to the Bank, the Customer shall agree to grant power and authority to the Bank to sell and/or transfer part or all of the items stored in the SDB in any way and at any price deemed reasonable by the Bank, and the proceeds of the sale/transfer (after taking into account the costs) are used to pay/pay off any outstanding Customer fees/obligations to the Bank.
  - (viii) If the proceeds from the sale/transfer of items stored in the SDB carried out by the Bank as mentioned above exceed the value of the Customer's obligations to the Bank, the excess will be credited by the Bank to the Customer's Account or other accounts on behalf of the Customer with the Bank.
  - (ix) In the event that the items stored in the SDB are not sold/transferred or the proceeds of the sale/transfer are insufficient to pay off all costs/obligations of the Customer to the Bank, the Customer agrees that the shortage shall remain the responsibility of the Customer or his/her attorney or legal heirs of the Customer in accordance with applicable laws and regulations.
  - (x) In the event that the dismantling of the SDB is carried out by the Bank due to the Customer's violation of the provisions in the Terms and

Conditions of this SDB Facility, then the lease period shall terminate by itself while still giving full rights to the Bank to collect and obtain repayment of any costs/obligations that have not been settled by the Customer to the Bank in accordance with the provisions stipulated in the Terms and Conditions of this SDB Facility.

- (xi) The customer guarantees and releases the Bank from legal claims, compensation and other risks for the implementation of the SDB dismantling as stipulated in this point.

## **5. Relocation/Removal or Closing of SDBs**

- (i) In accordance with the provisions and policies of the Bank, in the event that there is a need to relocate/move or close a Bank branch office with SDB facilities, the Bank shall have the authority to relocate/move or close the SDB within the Bank branch.
- (ii) The Bank will notify the Customer regarding the planned relocation/removal/closing of SDB at least 30 (thirty) Business Days prior to the date of the relocation/removal/closing. The notification will be delivered by the Bank to the Customer through communication media deemed good by the Bank while taking into account the applicable laws and regulations.
- (iii) In the event that the Customer does not respond to the notification or submit its confirmation, the Bank considers the Customer to agree to such relocation/removal/closing.
- (iv) The process of relocation/removal/closing of SDB will be carried out by the Bank in accordance with the provisions related to SDB dismantling as stipulated in Article 4 above.
- (v) Regarding the relocation/removal/closing of the SDB which results in the Customer not continuing the SDB rental until the expiration of the SDB lease, the Bank will return the Rental Price for the rental period that has not been enjoyed by the Customer on a pro-rata basis.

## **6. Expiry of SDB Lease Period**

- (i) The SDB lease period will expire when:
  - a. Upon request from the Customer to the Bank no later than 30 (thirty) calendar days before the due date of the lease period ends, as well as documents required by the Bank (if needed);
  - b. The Customer or his/her attorney violates the terms and conditions of this SDB Facility;
  - c. There is an agreement between the Customer and the Bank to terminate the SDB lease period even though the lease period (including the extension thereof) has not yet matured;
  - d. There is a decision/determination from the court or other



- authorized agencies; or
  - e. There are certain reasons or considerations from the Bank that cause the Bank to decide to terminate the SDB lease period prematurely.
- (ii) At the time of applying for termination of the lease period and closing of the SDB, the Customer agrees to the following matters:
  - a. The customer/ his/her attorney is obliged to empty/take all items stored in the SDB;
  - b. The customer/ hos/her attorney must return the SDB key in an intact, complete and undamaged condition;
  - c. The Customer/ his/her attorney must settle all remaining obligations to the Bank (if any) and the Terms and Conditions of this SDB Facility will remain in effect until all such obligations have been fulfilled;
  - d. The Rental Price that has been paid to the Bank cannot be refunded.
- (iii) The Customer hereby agrees to grant power and authority to the Bank to terminate the lease period unilaterally if the Customer violates the Terms and Conditions of this SDB Facility and/or if there are certain reasons/considerations from the Bank to make such termination. For the implementation of this provision, the Bank will notify the Customer.
- (iv) In the event that the lease period terminates due to the reasons as referred to in paragraph 5 (i) a, b, c, and d above, the payment of the Lease Price is non-refundable. The refund and/or use of the Security Deposit (if any) due to such termination shall be made in accordance with the applicable provisions in the Terms and Conditions of this SDB Facility.
- (v) In the event that the lease period terminates due to reasons as referred to in paragraph 5 (i) e above, the payment of the Lease Price may be returned proportionally based on the Bank's calculation. The refund and/or use of the Security Deposit (if any) due to such termination shall be made in accordance with the applicable provisions in the Terms and Conditions of this SDB Facility.
- (vi) If the Customer dies (individual)/is dissolved (legal entity/business entity) before the lease period ends, then:
  - a. The Customer's heirs or successors-in-title and assigns must terminate the SDB facility by submitting the documents required by the Bank and fulfilling the obligations as stipulated in the Terms and Conditions of this SDB facility;
  - b. Based on the request of the Customer's heirs or their attorneys or successors-in-title and assigns, the Bank shall have the right

- to dismantle the SDB concerned and remove and relocate the items. The dismantling is carried out in the presence of a Notary as a witness and a Minutes of Dismantling will be made stating the contents thereof;
- c. The Bank shall have the right to store in any way and at a place deemed reasonable by the Bank for items that have been removed from the SDB dismantling process. The storage period of items that have been removed from the SDB is for 1 (one) year after the dismantling is carried out.
- (vii) Until the end of the lease period or the expiration of the lease period for any reason, the Customer agrees to grant power and authority to the Bank to debit the Security Deposit and/or debit the Account (including accounts in foreign currencies which will be converted equivalently into Rupiah currency) for the payment of all fees/obligations that are still outstanding to the Bank.
  - (viii) If at the end of the rental period the Account balance is insufficient for debiting the fees as referred to in the Terms and Conditions of this SDB Facility, the Bank and the Customer agree to the provisions below:
    - a. The customer must immediately deposit funds at least equal to the outstanding fee(s) within a period of no later than 3 (three) months after the lease period ends;
    - b. If until the deadline specified in point a above the balance in the Account remains insufficient, the Customer is willing to be subject to a Late Penalty in accordance with the provisions applicable to the Bank, in which the Late Penalty is calculated from the date of expiration of the rental period until the funds in the Account are sufficient and the Bank is authorized by the Customer to debit the Account to pay off the Late Penalty;
    - c. In the event that the Customer has not paid off the money for the extension of the rental period and/or Late Penalty within 30 (thirty) calendar days from the date of the 3rd Notice, the Customer authorizes the Bank to open/dismantle the SDB as stipulated in the Terms and Conditions of SDB Facility.
  - (ix) Any obligations that have not been settled by the Customer at the end of the lease period will remain binding on the Customer. Therefore,:
    - a. The Customer is subject to the provisions agreed in the Terms and Conditions of this SDB Facility until all obligations have been fulfilled by the Customer; and
    - b. For all obligations of the Customer that have not been resolved until the end of the rental period and the closing of the SDB, the Customer agrees that the Bank still shall have the right and

authority to collect and request repayment from the Customer or his/her attorney or legal heirs of the Customer.

- (x) In the event of termination of the rental period, the Customer and the Bank agree to waive the application of the provisions of Article 1266 of the Indonesian Civil Code so that no court judgment or decision is required prior to its entry into force.

43. **INSEPARABLE PART**

These Terms and Conditions shall constitute an integral and inseparable part of (i) the account opening application form, (ii) the General Terms and Conditions of e-Banking Services, and (iii) the terms and conditions related to each Product and/or Service at the Bank.

44. **OBJECTIONS AND COMPLAINTS**

- (a) Customers can submit objections and/or complaints to the Bank verbally or in writing.
- (b) If the objection and/or complaint is made verbally, the Customer can contact *Tanya OCBC NISP* or other numbers notified by the Bank from time to time.
- (c) If the objection and/or complaint is made in writing, then it must be accompanied by a photocopy of identity and other supporting documents as required by the Bank.
- (d) Customers can also file a complaint through the Bank's website at [www.ocbcnisp.com](http://www.ocbcnisp.com) or by visiting the nearest Bank branch.
- (e) In the event that the Customer submits an objection and/or complaint verbally, the Bank will resolve it within 5 (five) Business Days. However, if the verbal complaint or objection is not resolved within the time limit, the Bank may ask the Customer concerned or his/her authorized attorney to submit supporting documents.
- (f) In the event that the Customer submits an objection and/or complaint in writing, the Bank will resolve it no later than 20 (twenty) Business Days after the date of receipt of the written complaint.
- (g) In the event of the following conditions, the Bank may extend the period by no later than 20 (twenty) Business Days from the period as referred to in point f above:
  - The branch office of the Bank that receives objections and/or complaints is not the branch office of the Bank where the problem occurred and there are communication problems between the two branch offices;
  - objections and/or complaints submitted by the Customer require special/continued research or examination;
  - there are other matters beyond the Bank's control

(h) In the event that the Customer refuses to respond to objections and/or complaints from the Bank, then the Customer can choose a dispute resolution within or outside the court.

45. **MISCELLANEOUS**

45.1 **Especially for payroll account holders**, in the event that there are no salary funds entering the Customer's payroll account for 6 (six) consecutive months or other times determined by the Bank with prior notice to the Customer, the Bank is authorized to change the Customer's payroll account to another account/service.

45.2 The Bank will always comply with the enforcement of the Principles of Good Corporate Governance. Giving or receiving parcels/gifts, commissions or bribes of any kind to Commissioners, Directors and Bank employees is considered a serious violation and if you know about it, you must report it to the Bank through the Bank's whistleblowing service channel, namely: **Website:** [https:// whistleblowing.ocbcnisp.com](https://whistleblowing.ocbcnisp.com) and/or **Email:** [whistleblowing@ocbcnisp.com](mailto:whistleblowing@ocbcnisp.com).

45.3 Customers can access these Terms and Conditions through [www.ocbcnisp.com](http://www.ocbcnisp.com)

45.4 The Bank's negligence or delay in exercising a right or authority stipulated in these Terms and Conditions shall not constitute a waiver of such right or authority, nor shall the exercise of any or part of a right or authority constitute a waiver of the exercise of any other right or authority or the further exercise of such right or authority.

45.5 Unless specifically agreed, the Customer understands that the Bank is only obliged to carry out tasks or services as stipulated in these Terms and Conditions. The Customer agrees that if any of the articles in these Terms and Conditions is declared invalid for any reason then it does not invalidate the other articles and these Terms and Conditions shall remain in effect.

45.6 The Customer agrees that in the event that the Bank has submitted a notification, it is deemed to have been submitted by the Bank and is binding on the Customer.

45.7 In the event that these Terms and Conditions are translated into another language, then if there is a discrepancy or conflict between the Indonesian text and the foreign language, the Indonesian text shall prevail.

**THESE TERMS AND CONDITIONS HAVE BEEN ADJUSTED TO BE IN ACCORDANCE WITH THE LAWS AND REGULATIONS INCLUDING THE PROVISIONS OF FINANCIAL SERVICES AUTHORITY REGULATIONS.**

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PT Bank OCBC NISP, Tbk is licensed and supervised by the Financial Services Authority and is a participant in the LPS guarantee.